

STATE OF NEW YORK
SUPREME COURT : COUNTY OF SUFFOLK

Index No.:

M&T BANK
475 Crosspoint Parkway
Getzville, New York 14068,

Plaintiff,

vs.

CONSUMER CREDIT
TRANSACTION
(NON-CREDIT CARD)

MOISES GOMEZ-GRANILLO
1652 Spur Drive N
Central Islip, New York 11722,

Defendant.

SUMMONS

TO DEFENDANT:

YOU ARE SUMMONED to appear in this action by serving your answer to the complaint on the plaintiff's attorney within the time limits stated below.

Suffolk County is designated as the county where this action will be tried, because one or more of the parties to this action resides in that county.

TIME LIMITS TO ANSWER:

- (1) If this summons is served by delivery to you personally within New York State, you must answer the complaint within TWENTY (20) days after such delivery.
- (2) If this summons is not served by delivery to you personally within New York State, and not served pursuant to CPLR 312-a, you must answer the complaint within THIRTY (30) days after service is complete.
- (3) If this summons is served pursuant to CPLR 312-a, see accompanying STATEMENT OF SERVICE BY MAIL for time limits to answer.

IF YOU FAIL TO ANSWER THE COMPLAINT within the time stated,
judgment will be entered against you for the relief demanded in the complaint.

Dated: March 22, 2022
Buffalo, New York

RUPP BAASE PFALZGRAF CUNNINGHAM LLC
Attorneys for Plaintiff
M&T Bank

By: 

Kyle C. DiDone, Esq.

1600 Liberty Building
Buffalo, New York 14202
(716) 854-3400

STATE OF NEW YORK
SUPREME COURT : COUNTY OF SUFFOLK

M&T BANK,

Index No.:

Plaintiff,

vs.

MOISES GOMEZ-GRANILLO

Defendant.

VERIFIED COMPLAINT

Plaintiff, M&T Bank, by its attorneys, Rupp Baase Pfalzgraf Cunningham LLC, as
and for its verified complaint against the defendant alleges as follows:

1. At all times hereinafter mentioned, plaintiff, M&T Bank ("plaintiff"),
was and is a New York banking corporation with a principal place of business located at
475 Crosspoint Parkway, Getzville, New York.

2. Upon information and belief, at all times hereinafter mentioned,
defendant Moises Gomez-Granillo ("defendant") was and is an individual residing at 1652 Spur
Drive N, Central Islip, New York.

FACTUAL BACKGROUND

3. On or about August 17, 2015, defendant executed a certain Retail Instalment Contract ("Contract"), pursuant to which plaintiff agreed to lend the defendant \$60,459.02, and defendant agreed to repay that amount in accordance with the terms of the Contract. A copy of the Contract is attached as Exhibit A.

FIRST CAUSE OF ACTION **(Breach of Contract)**

4. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 3 of this complaint.

5. Defendant has breached the terms of the Contract by, among other things, failing and/or refusing to make payments in accordance with its terms.

6. Defendant failed to pay his November 16, 2016 monthly installment payment and all subsequent payments.

7. There is now due and owing the principal amount of \$14,976.81 from defendant to plaintiff with respect to the Contract.

8. By reason of defendant's breach of the Contract, plaintiff has been damaged, as of March 22, 2022, in the total amount of \$20,653.64, which consists of \$14,976.81

principal, \$4,082.60 interest, \$1,594.23 late fees, and \$0.00 miscellaneous fees, along with all costs, disbursements, and attorneys' fees.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

9. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 8 of this complaint.

10. By reason of the acts of the defendant, as aforesaid, and without any wrongdoing on the part of the plaintiff, defendant has been unjustly enriched to plaintiff's detriment.

11. By reason of the foregoing, plaintiff has been damaged in the principal amount of \$14,976.81.

WHEREFORE, plaintiff M&T Bank demands judgment as follows:

- (1) On its first cause of action, as against defendant, Moises Gomez-Granillo in the total amount of \$20,653.64, plus accrued interest, late charges, costs, disbursements and attorneys' fees;
- (2) On its second cause of action, as against defendant, Moises Gomez-Granillo in the principal amount of \$14,976.81, together with interest thereon;
- (3) The costs and disbursements of this action, together with any other or further relief as the Court may deem just and proper.

Dated: March 22, 2022
Buffalo, New York

RUPP BAASE PFALZGRAF CUNNINGHAM LLC
Attorneys for Plaintiff
M&T Bank

By: 

Kyle C. DiDone, Esq.

1600 Liberty Building
Buffalo, New York 14202
(716) 854-3400

VERIFICATION

STATE OF NEW YORK)
 : ss.:
COUNTY OF ERIE)

 Caitlin E. Whalen , being duly sworn, deposes and says that he/she is a/an Assistant Vice President of M&T Bank, the corporation named in the within entitled action; that he/she has read the foregoing Summons and Verified Complaint and knows the contents thereof; and that the same is true to his/her own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters he/she believes them to be true.

Deponent further says that the reason this verification is made by deponent and not by M&T Bank is because M&T Bank is a corporation and the grounds of deponent's belief as to all matters in the Summons and Verified Complaint not stated upon his/her own knowledge, are investigations which deponent has caused to be made concerning the subject matter of this Summons and Verified Complaint and information acquired by deponent in the course of his/her duties as an officer of said corporation and from the books and papers of said corporation.

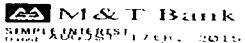
Caitlin E. Whalen

On this 28th day of March, 2022 before me personally came Caitlin E. Whalen , who, being duly sworn, deposed and said that he/she is a/an Assistant Vice President of M&T Bank and that he/she has read the foregoing Verified Complaint, that he/she knows the contents thereof and that he/she has affixed his/her name with all requisite authority on behalf of M&T Bank.

Angela Marie Berninger
Notary Public

ANGELA MARIE BERNINGER
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01BE6376033
COMM. EXP. 06/04/2022

EXHIBIT A



Simple Auto Loan
Form 1001 (Rev. 10/15)

ANNUAL PERCENTAGE RATE The annual percentage rate (APR) for this loan is 11.99%.	FINANCE CHARGE The finance charge on this loan is \$1,000.00.	Amount Financed The amount of cash provided to you is \$10,000.00.	Total of Payments The total amount you will pay is \$11,990.00.	Total Sales Price The total price of the vehicle is \$11,990.00.
Rate of Payments You will make 36 payments of \$333.33 each.	Other Payment None.	Other Payment None.	Other Payment None.	Other Payment None.

This contract is between you and M&T Bank. It contains the terms and conditions of the loan. You agree to read and understand the terms and conditions of this contract.

You agree to pay the debt identified above, although you may not personally receive any property, services, or money. You may be sued for payment of the debt.

VEHICLE You have agreed to purchase, under the terms of this contract, the following motor vehicle and its other equipment which is called "the vehicle" in this contract.

VEHICLE IDENTIFICATION Make: Nissan, Model: Altima, Year: 2010, VIN: 1N4AL11E11N111111, Color: Silver.

TRADE-IN You have traded in the following vehicle: Make: Nissan, Model: Altima, Year: 2005, VIN: 1N4AL11E11N111111, Color: Silver.

PROPERTY INSURANCE You are required to obtain and maintain insurance on the vehicle, including liability, collision, and comprehensive coverage.

FINANCE CHARGE The finance charge on this loan is \$1,000.00, which is based on the annual percentage rate of 11.99%.

CO-SIGNER You have agreed to have a co-signer on this loan. The co-signer is responsible for the debt if you do not pay.

ASSIGNMENT You agree to assign the debt to the lender, who will then collect the payments from you.

CO-SIGNER'S NOTICE The co-signer is notified of the terms and conditions of the loan and agrees to sign the contract.

CO-SIGNER'S SIGNATURE The co-signer has signed the contract, indicating their agreement to the terms and conditions.

CO-SIGNER'S ADDRESS The co-signer's address is 123 Main Street, New York, NY 10001.

CO-SIGNER'S PHONE The co-signer's phone number is (212) 123-4567.

CO-SIGNER'S DATE The co-signer signed the contract on 03/31/2022.

CO-SIGNER'S SIGNATURE The co-signer has signed the contract, indicating their agreement to the terms and conditions.

CO-SIGNER'S ADDRESS The co-signer's address is 123 Main Street, New York, NY 10001.

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